

State of New Hampshire
Division of Plant and Property Management
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, New Hampshire 03301-6398

Date: 8/9/2004
Bid No.: 77
Date of Bid Opening: 8/23/2004
Time of Bid Opening: 1:30

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: Michael P. Walsh II, Purchasing Agent

TEL. NO: (603) 271-3235 - FAX No. (603) 271-2700

REQUEST FOR BID FOR A CONTRACT FOR: #6 FUEL, SUPPLY ONLY

Unless specifically amended or deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

GENERAL CONDITIONS AND INSTRUCTIONS:

NATURE OF, AND ELIGIBILITY TO RESPOND. This RFB is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. An RFB may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

RFBs may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

Proposals. Proposals must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Proposals must be submitted on this proposal form or exact copies and must be typed or clearly printed in ink.

Corrections must be initialed. Proposals are to be made less Federal Excise Tax and no charge for handling unless required by law.

Proposals will be made available to the public after the time of award. Proposal results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming RFB meeting specifications at the lowest cost unless other criteria are noted in the RFB. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low proposals are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any proposal, to determine what constitutes a conforming RFB, to award the RFB solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the RFB.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this RFB and any resulting order (including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this RFB or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the proposal and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this RFB at the price(s) quoted in complete accordance with all conditions of this RFB.

Company

Name: _____

Address: _____

Tel. #:(local) _____ **(Toll free)** _____

Fax#: _____ **Email** _____

Authorized Signature: _____

(TYPE OR PRINT NAME)

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her designee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions of this agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1 PATENT PROTECTION. The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

BID INVITATION FOR A CONTRACT FOR: #6 FUEL OIL

PURPOSE:

The purpose of this bid invitation is to establish a contract for #6 *FUEL OIL* to be ordered by the State of New Hampshire agencies as needed, during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the Federal Internal Revenue Code, shall be eligible to participate under this contract whenever said sub-division or nonprofit agency so desires.

All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

STATE OF NEW HAMPSHIRE VENDOR APPLICATION.

Bidders must have a completed Vendor Application and W-9 Form on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee):
<http://www.admin.state.nh.us/purchasing>

NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION

A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications:
<http://www.state.nh.us/sos/corporate>

STATE'S OPTIONS:

The State of New Hampshire may require of the successful bidder(s), a performance bond in the amount of ten (10) percent of the awarded contract value at the option of the Director of Plant and Property Management.

It is mutually agreed that if the fuel sold, furnished and delivered by the successful bidder to the State of New Hampshire, does not conform to the standard specifications included in this bid, the State reserves the right to purchase said fuel elsewhere charging any additional cost to the said contract holder. The contract-holding vendor will be responsible for removing the non-conforming fuel.

The State reserves the right to make additions or deletions to the list of delivery points and to increase or decrease the estimated quantity of fuel as it may deem necessary during the contract period.

The State may request an analysis, from an approved laboratory, of the fuel delivered at no cost to the State.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the successful bidder a thirty (30)-calendar day written notice.

ESTIMATED USAGE:

The quantity of fuel indicated in the "Offer" section of this bid invitation is an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities.

CONTRACT AWARD:

Award will be made by individual location or groups of locations as deemed in the best interest of the State, based on the **highest discount** from **JOURNAL OF COMMERCE** or **lowest mark-up** from **PLATTS** quoted per location.

CONTRACT TERM:

Term of the contract shall be from October 1, 2004 through September 30, 2006. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful bidder and the Bureau of Purchase and Property.

BID BASIS:

For bid purposes bidder(s) must use **The Journal of Commerce (Boston Low) price in effect August 17, 2004**. The bidder will also utilize **Platts US Market Scan "New York residual Fuel low posting in effect August 17, 2004**, (sample docs attached). This bid requires all bidders to make offers utilizing both indexes. Based on the offered results of the bid, one index format will be chosen and utilized for **all** the locations for the term of the contract.

During the term of the contract, bidder(s) will base their pricing on the chosen index format price on day of delivery to include any emergency fuel surcharge as authorized by Interstate Commerce Commission (I.C.C.) at the time of delivery. Fuel index prices may increase or decrease during the term of the contract in accordance with the index posted price for the day.

Discounts or mark-ups quoted per location will remain firm for the entire term of contract and any extensions thereafter.

Bidders must bid on all locations and fuel types listed within this bid to be considered.

Offers from out-of-state terminals will include interstate transportation rate.

FEES AND TAXES:

Any and all relevant fees and taxes that are in place at the time of the bid offer **will be included** in the offered markup and transportation charge stated by the vendor. This includes any environmental, superfund, transportation or excise tax or fees, which the vendor may be deemed responsible. The State will allow increases or require decreases in the posted markup and transportation cost equal to the value of the fee or tax if such increases or decreases occur after the award of the contract and are instituted by the State or federal government. No increases in the posted mark-up and transportation cost will be allowed without the prior written approval from the Administrator of the Bureau of Purchase and Property. The State of New Hampshire will complete a Certificate of Exemption at the written request of the successful bidder in support of a claim for credit or payment under section #6427 of the Internal Revenue Code.

ORDERING PROCEDURE:

Agencies shall place their orders by telephone, fax, or e-mail direct to successful bidder.

INVOICING:

Invoicing shall be done on the basis of each order completed. Invoices shall clearly indicate the quantity delivered, dip stick readings, date of delivery, contract number, delivery location and contract price including all state/federal taxes and fees. Dip stick readings will be accurate within 1/8" inch per State of New Hampshire "Water Supply Pollution Control Commission Regulation Env-Wm 1401.11 Inventory Monitoring".

INVOICING FOR DELIVERIES ON WEEKENDS OR HOLIDAYS:

When deliveries are required on weekends, (between 12:01 am Saturday and 12:00 pm midnight Sunday) invoices for those delivery dates will be calculated against the prices posted in the chosen index on the **previous Friday**. If deliveries occur on a holiday that falls in the middle of the week, invoices for that holiday delivery will be calculated against the chosen index on the **LAST PREVIOUS BUSINESS DAY BEFORE** the observed holiday.

DELIVERY:

1. Agencies will contact the contract holding vendor(s) and coordinate deliveries. Deliveries are to be made within twenty-four hours (24) of order placement **provided the order is received before 12:00 noon on the previous day**, orders received after 12:00 noon **may** take an additional day to deliver at the discretion of the vendor.
2. Deliveries will be made between the hours of 7:00 am and 3:30 pm (see exceptions/special instructions). Additional general exceptions being, during severe winter weather when delivery trucks may be delayed, the agency and vendor will work out delivery arrangements under these conditions. Also, see **special delivery** instructions for *** **DOC-Concord, NH Youth Development and New Hampshire Hospital**.
3. State agencies require all vendors to have their delivery personnel dip tanks before and after deliveries and note said readings on delivery slips. Delivery load slips must be left at each delivery site. Dip stick readings will be accurate within 1/8" inch per State of New Hampshire "Water Supply Pollution Control Commission Regulation Env-Wm 1401.11 Inventory Monitoring".
4. Most underground tanks are equipped with 4" tight fill adapters. Delivery trucks should be equipped with appropriate hardware to seal delivery-line to prevent over-fills and/or spills. **If a spill should occur during delivery** or vendor should deliver the wrong product to tanks, the vendor assumes all responsibility and liability for spill, clean-up and/or cleaning tank.
5. The State of New Hampshire will do everything possible to prevent over ordering, although if a tank is unable to take the full amount ordered, the ordering "agency" will attempt to place the fuel at another location where said vendor has contract at no additional cost to the State.
6. Bidder further agrees to deliver in less time in case of emergencies to the best of his ability. If delivery requirements are not met for any product requested, the State reserves the right to purchase elsewhere, charging any additional costs to the original vendor.
7. The State reserves the right to make changes and additions or deletions to the list of delivery points and to increase or decrease the estimated quantity of #6 fuel as it may deem necessary during the contract period.
8. Deliveries will be made in **minimum** sixty-five hundred (6,500) calibrated gallon loads, F.O.B. destination.

DELIVERY- SAFETY REQUIREMENTS AND PROCEDURES:

All delivery personal will adopt the following safety procedures when making deliveries to any State location:

- 1) Exercise caution when maneuvering to avoid damage to containment walls.
- 2) Inspect tank, fittings and liquid level indicator prior to filling.
- 3) Place drip pans under all hose fittings prior to loading or unloading.
- 4) Block truck wheels before starting to load or unload.
- 5) Remain with the vehicle while loading or unloading.
- 6) Drain loading or unloading line to storage tank when loading or unloading is complete.
- 7) Verify that all drain valves are closed before disconnecting loading or unloading lines.
- 8) Inspect vehicle before departure to be sure all loading or unloading lines have been disconnected and vent valves are closed.
- 9) Immediately report any leakage or spillage to the onsite personnel.
- 10) Delivery personnel shall unload product at a reasonable pace and rate to allow the flapper valve to perform its function. Over filling of the tank will require the vendor to return to the site, pump out the overfill and clean out the manhole. All cost associated with correcting the overfill will be the vendors sole responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services.
- 11) Delivery personal will shut off all cellular phones and or pagers while unloading product.
- 12) Delivery personal shall clean the manhole of any product they may have spilled during delivery.

BIDDER TO COMPLETE THE FOLLOWING:

TRANSPORTATION COMPANIES:

Please list the transportation companies you would utilize to service all the delivery locations listed within this bid:

<u>COMPANY NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE#</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

BIDDER NAME & ADDRESS _____

CONTACT PERSON (S) _____

TEL. # (800 & LOCAL) _____

FAX. # _____

E-MAIL ADDRESS FOR CONTACT PERSON (S) _____

REMIT ADDRESS, IF DIFFERENT
FROM ABOVE TO INCLUDE TEL #
AND FAX. _____

BIDDER TO COMPLETE:

ASSIGNMENT PROVISION

The contractor/vendor hereby agrees that it will assign all courses of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which affect the price of goods or services obtained by the State under this contract if so requested by the State of New Hampshire.

The undersigned bidder, having been fully informed regarding the accuracy of the statements made herein, further certifies that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.
2. The bidder has not communicated the contents of the bid or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purposes of inducing the State of New Hampshire to consider the bid and make an award in accordance therewith.

Legal Name of Bidder** _____

Business Address _____

Bidder's E.I. Number* _____

Signature and Title of Person Authorized to Sign _____

Date _____

* Enter the Federal Social Security Identification Number of the Bidder (the number used on Employer's Quarterly Federal Tax return, U.S. Treasury Department Form 941)

**Statement shall be signed by the bidder if the bidder is an individual, by a partner if the bidder is a partnership, or by an officer or employee of the corporation having the power to sign on its behalf if the bidder is a corporation.

PLATTS CALCULATION FORMULAS, FORMAT & SAMPLES

PLEASE UTILIZE THE FOLLOWING FORMULAS TO OBTAIN THE FUEL TYPE AND SULFUR CONTENT REQUIRED. ALL VALUES UTILIZED IN THE FORMULAS ARE FROM **"PLATTS MARKET SCAN NEW YORK RESIDUAL FUELS LOW POSTING"**

THE POSTING VALUES UTILIZED IN THE FORMULAS TO OBTAIN THE REQUIRED FUEL TYPES ARE AS FOLLOWS, THE VALUES ARE **FICTITIOUS** AND FOR EXAMPLE ONLY:

#6-.3 LP (LOW POUR) = 23.80
#6 - .7 = 23.10
#6 - 1% = 22.50
#6 - 2.2% = 21.10

***THERE WILL BE NO ROUNDING OFF OF NUMBERS WITHIN THESE CALCULATIONS

***USE ONLY TWO (2) PLACES TO THE RIGHT OF THE DECIMAL, EXCEPT WHERE STATED OTHERWISE

#6-.05% FUEL CALCULATION

- ADD 6 - .03% LP POSTED VALUE TO THE 6 - .7% POSTED VALUE
- DIVIDE BY 2 TO GET THE 6 -.05% POSTED VALUE

EXAMPLE

\$23.80
+\$23.10
\$46.90 / 2 = \$23.45 BBL

#6- 1.0% FUEL CALCULATION

- USE POSTED VALUE FROM PLATTS INDEX (\$22.50 BBL)

#6- 2.0% FUEL CALCULATION

- SUBTRACT THE POSTED VALUE OF #6-2.2% FROM THE POSTED VALUE OF #6- 1%
- DIVIDE THAT VALUE BY 12
- MULTIPLY THAT VALUE BY 10
- SUBTRACT THAT VALUE FROM THE #6- 1% POSTED VALUE TO OBTAIN THE #6- 2.0% POSTED VALUE

EXAMPLE

\$22.50
-\$21.10
\$ 1.40 / 12 = .116** X 10 = \$1.16

\$22.50
-\$ 1.16
\$21.34 BBL

**** YOUR CALCULATION WILL ALLOW 3 PLACES TO THE RIGHT OF THE DECIMAL FOR THIS CALCULATION ONLY**

*****NO ROUNDING OFF OF NUMBERS FOR ANY CALCULATIONS**

#6 OIL REPRESENTATIVE SPECIFICATIONS

TESTS	TEST METHOD	MIN.	MAX.
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APPLIES TO ALL SULFUR GRADES:

API GRAVITY @ 60 DEGREE F	ASTM D 4052	10.0	24.9
FLASH POINT, F PMCC	ASTM D93B	150	
POUR POINT, DEGREE F	ASTM D97 OR 97A		60.0
ASH, WT. %	ASTM D482		0.1
BS&W, VOL. %	ASTM D1796		1.0

APPLIES TO 1.0% SULFUR, MAX.:

VISCOSITY, SSF @ 122 DEGREE F	ASTM D2161 OR D445	25	225
VANADIUM (PPM)	SOL/DIL		225
SULFUR, WT. %	ASTM D4294		1.0

APPLIES TO .5% SULFUR, MAX.:

VISCOSITY, SSF @ 122 DEGREE F	ASTM D2161 OR D445	25	250
VANADIUM (PPM)	SOL/DIL		250
SULFUR, WT. %	ASTM D4294		0.5

APPLIES TO 2.0% SULFUR, MAX.:

VISCOSITY, SSF @ 122 DEGREE F	ASTM D2161 OR D445	25	325
VANADIUM (PPM)	SOL/DIL		350
SULFUR, WT. %	ASTM D4294		2.0

The #6 oil delivered shall be homogeneous hydrocarbon oils, free from inorganic acids, petrochemicals, processed waste oils, including but not limited to caustics or acids and excess amounts of solids or fibrous foreign matter.

ADDITIONAL REQUIREMENTS AND SPECIFICATIONS:

- #6 Fuel oil is to be billed on a temperature correction of 60 degrees F and shall conform to the most recent governing U.S. standards and current regulations of the New Hampshire Air Pollution Control Commission. Also, see attached specifications for #6 fuel oil.
- Bidder(s) must offer prices from The **Journal of Commerce** (Boston Low - #6 fuel) in effect **August 17, 2004** with **discount** and net price shown. Discount to remain firm for the entire term of contract and any extensions thereof.
- Bidder(s) must offer prices utilizing the #6 fuel formulas (stated above) and apply The **“Platts”** US Market Scan New York Residual Fuel low posting numbers in effect **August 17, 2004** with **mark-up** and net price shown. Mark-up to remain firm for the entire term of contract and any extensions thereof.
- Contractor shall guarantee adequate supply of #6 fuel oil at any time during normal working hours. Contractor shall also accept the obligations of the base period supplier of record, if such is required by governmental regulation and upon request of the Bureau of Purchase and Property.

PRODUCT COMPLIANCE:

It is mutually agreed that if the diesel fuel/sold, furnished and delivered by the successful bidder to the State of New Hampshire, does not conform to the specifications herein and/or standards established by the State of New Hampshire and/or Federal Government, the State reserves the right to purchase said fuel elsewhere charging any additional cost to the said bidder. The successful bidder will be responsible for removing the non-conforming fuel.

PRODUCT TESTING:

The State reserves the right to test any product delivered to any of the fuel locations stated within this bid or any locations added to the resulting contract over its term for compliance to the product ordered or the specifications and standards herein.

If the results of any such test performed determine that the product sold, furnished and delivered to any State locations, **does not** meet the specifications of the product ordered or the specifications and standards established by the State of New Hampshire and/or the Federal Government, the vendor responsible for the error will be held responsible for removing the incorrect product from the delivery location, cleaning of the tank if necessary, paying all charges associated with the testing procedure and while this condition exist, the State reserves the right to purchase said fuel elsewhere charging any additional cost to the original vendor. The responsible vendor would also be subject to the relative "default" conditions as stated in the Terms and Conditions section of this bid.

Posting sample exercise, Bidder to fill in:

The **Journal of Commerce** posted price on August 17, 2004 for #6 fuel oil:

Maximum Sulfur: 1% \$ _____/barrel

2% \$ _____/barrel

0.5% \$ _____/barrel

(From JOC posting)

The **Platts** N.Y. residual low-posted price on August 17, 2004 for #6 fuel oil:

Maximum Sulfur: 1% \$ _____/barrel

2% \$ _____/barrel

0.5% \$ _____/barrel

(Use enclosed formula sheet to calculate fuel types where necessary)

OFFER SECTION:

Bidder hereby offers to furnish number #6 oil to the State of New Hampshire in accordance with all of the requirements of this bid invitation at the following contract invoice prices.

GLENCLIFF HOME – 77 HIGH STREET GLENCLIFF, NH 03238

<u>AGENCY</u>	<u>LOCATION</u>	<u>MAX SULFUR</u>	<u>EST. BARREL PER/YR</u>	<u>TANK SIZE GALLON</u>	<u>DISCOUNT FROM</u>	<u>NET</u>
					<u>THE JOURNAL PUBLISHED PRICE</u>	<u>DEL. PRICE PER BARREL</u>
Glencliff	Glencliff, NH	1%	3,500	2-12,000	\$_____/BBL	\$_____/BBL

<u>AGENCY</u>	<u>LOCATION</u>	<u>MAX SULFUR</u>	<u>EST. BARREL PER/YR</u>	<u>TANK SIZE GALLON</u>	<u>MARK-UP FROM</u>	<u>NET</u>
					<u>THE PLATTS N.Y. RESIDUAL LOW PUBLISHED PRICE</u>	<u>L. PRICE PER BARREL</u>
Glencliff Home for the Elderly	Glencliff, NH	1%	3,500	2-12,000	\$_____/BBL	\$_____/BBL

- Requires Gravity feed delivery
- Contact Person: *Stephen Hatch (603) 989-3111 x 1604*
- Location remit address: Glencliff Home, PO Box 77 Glencliff, NH 03238

DEPARTMENT OF CORRECTIONS-LACONIA – 1 RIGHT WAY PATH LACONIA, NH 03246

<u>AGENCY</u>	<u>LOCATION</u>	<u>MAX SULFUR</u>	<u>EST. BARREL PER/YR</u>	<u>TANK SIZE GALLON</u>	<u>DISCOUNT FROM</u>	<u>NET</u>
					<u>THE JOURNAL PUBLISHED PRICE</u>	<u>DEL. PRICE PER BARREL</u>
Corrections	Laconia, NH	2%	12,000	2-12,000	\$_____/BBL	\$_____/BBL

<u>AGENCY</u>	<u>LOCATION</u>	<u>MAX SULFUR</u>	<u>EST. BARREL PER/YR</u>	<u>TANK SIZE GALLON</u>	<u>MARK-UP FROM</u>	<u>NET</u>
					<u>THE PLATTS N.Y. RESIDUAL LOW PUBLISHED PRICE</u>	<u>DEL. PRICE PER BARREL</u>
Corrections	Laconia, NH	2%	12,000	2-12,000	\$_____/BBL	\$_____/BBL

- Contact Person: *Theodore A. Rydberg (603) 528-9219 or 528- 9207*
- Location remit address: NH-DOC Fiscal Management. PO box 1806 Concord NH 03302

DEPARTMENT OF CORRECTIONS- CONCORD – 187 N. STATE STREET CONCORD, NH 03301

<u>AGENCY</u>	<u>LOCATION</u>	<u>MAX SULFUR</u>	<u>EST. BARREL PER/YR</u>	<u>TANK SIZE GALLON</u>	<u>DISCOUNT FROM</u>	<u>NET</u>
					<u>THE JOURNAL PUBLISHED PRICE</u>	<u>DEL. PRICE PER BARREL</u>
Corrections	Concord, NH	1%	12,000	2-20,000	\$_____/BBL	\$_____/BBL

<u>AGENCY</u>	<u>LOCATION</u>	<u>MAX SULFUR</u>	<u>EST. BARREL PER/YR</u>	<u>TANK SIZE GALLON</u>	<u>MARK-UP FROM</u>	<u>NET</u>
					<u>THE PLATTS N.Y. RESIDUAL LOW PUBLISHED PRICE</u>	<u>DEL. PRICE PER BARREL</u>
Corrections	Concord, NH	1%	12,000	2-20,000	\$_____/BBL	\$_____/BBL

- Contact Person: *Butch Walrath (603) 271-1877*
- Location remit address: NH-DOC Fiscal Management. PO box 1806 Concord NH 03302
- Special requirements: A standard #6 oil order will require 2 ea. 8,000 gallon loads unless otherwise indicated at time of order

NH YOUTH DEVELOPMENT CENTER – 1056 NORTH RIVER ROAD, MANCHESTER NH 03103

AGENCY	LOCATION	MAX SULFUR	EST. BARREL PER/YR	TANK SIZE GALLON	<u>DISCOUNT FROM</u>	NET
					THE JOURNAL PUBLISHED PRICE	DEL. PRICE PER BARREL
Youth Dev Center	Manchester, NH	2%	5,208	2-12,600	\$_____/BBL	\$_____/BBL

AGENCY	LOCATION	MAX SULFUR	EST. BARREL PER/YR	TANK SIZE GALLON	<u>MARK-UP FROM</u>	NET
					THE PLATTS N.Y. RESIDUAL LOW PUBLISHED PRICE	DEL. PRICE PER BARREL
Youth Dev Center	Manchester, NH	2%	5,208	2-12,600	\$_____/BBL	\$_____/BBL

- Contact person: Richard Rousseau (603) 625-5471 x226
- Location remit address: DHHS – YDC, 1056 N. River Road Manchester, NH 03104
- Special requirements: **pump truck required**

NEW HAMPSHIRE HOSPITAL - 36 CLINTON STREET, CONCORD NH 03301

AGENCY	LOCATION	MAX SULFUR	EST. BARREL PER/YR	TANK SIZE GALLON	<u>DISCOUNT FROM</u>	NET
					THE JOURNAL PUBLISHED PRICE	DEL. PRICE PER BARREL
NH Hospital	Concord, NH	0.5%	1,900	2-20,000	\$_____/BBL	\$_____/BBL

AGENCY	LOCATION	MAX SULFUR	EST. BARREL PER/YR	TANK SIZE GALLON	<u>MARK-UP FROM</u>	NET
					THE PLATTS N.Y. RESIDUAL LOW PUBLISHED PRICE	DEL. PRICE PER BARREL
NH Hospital	Concord, NH	0.5%	1,900	2-20,000	\$_____/BBL	\$_____/BBL

- Contact Person: Gerard Fraher (603) 271-5270
- Location remit address: New Hampshire Hospital, 36 Clinton Street Concord, NH 03301 att: Maintenance
- Special requirements: **20' hose required, pump truck required, delivery between 7:am and 2:pm only**

NOTE TO VENDORS:

RSA 21-I: 13-a provides, in part, that no information shall be made available to the public from the time the bid is made public and until it is actually awarded, in order to protect the integrity of the public bidding process. Because of the many line items listed in this bid, prices will only be made public after an award is made. Bidder(s) may submit a self-addressed stamped envelope and a copy of the bid results will be mailed to them.

US Marketscan

Volume 30 / No 145 / August 4, 2004
Prices effective August 4, 2004

ATLANTIC COAST

New York

cts/gal	Cargo	Barge
Conventional 9.0 RVP		
Unleaded 87 0.3%	-113.25-113.45-	-113.75-113.95-
Unleaded 89 0.3%	-119.09-119.61-	-119.59-120.11-
Unleaded 93 0.3%	-127.85-128.85-	-128.35-129.35-
RFG 7.1 RVP		
Unleaded 87	-119.60-119.85-	-120.10-120.35-
Unleaded 89	-122.56-122.79-	-123.06-123.29-
Unleaded 93	-127.00-127.20-	-127.50-127.70-
Unleaded RBOB 5.9 RVP		-118.10-118.60-
Premium RBOB 5.9 RVP		-130.75-130.95-
Ethanol NYH 5-15		155.00-160.00
Distillates and blendstocks		
Jet	-119.55-120.05-	-120.05-120.55-
MTBE	-158.00-159.00-	
Low sulfur jet	-119.80-120.30-	-120.30-120.80-
No. 2	-112.80-113.05-	-113.55-113.80-
Low sulfur diesel	-117.35-117.55-	-117.85-118.05-
Residual fuel (\$/bbl)		
No. 6 .3% HP	-30.75-31.00-	-30.75-31.00-
No. 6 .3% LP	-34.25-34.50-	-34.25-34.50-
No. 6 .7%	-28.50-28.75-	-28.50-28.75-
No. 6 1%	-27.25-27.50-	-27.25-27.50-
No. 6 2.2%	-25.00-25.25-	-25.00-25.25-
No. 6 3.0%	-24.25-24.50-	-24.25-24.50-
No. 6 1% paper 1st month	-27.55-27.65-	
No. 6 1% paper 2nd month	-27.95-28.05-	
No. 6 1% paper next quarter	-28.35-28.45-	

Boston cargoes

Unleaded 87 RFG 7.1 RVP	-121.10-121.35-
No. 2	-114.55-114.80-
Low sulfur jet	-121.30-121.80-
Low sulfur diesel	-118.85-119.05-
\$/bbl	
No. 6 2.2%	-25.10-25.35-

Buckeye pipeline

	9.0 RVP	5.9 RVP
Unleaded 87 0,3%	-113.75-113.95-	UNL RBOB -118.10-118.60-
Unleaded 89 0,3%	-119.59-120.11-	PREM RBOB -130.75-130.95-
Unleaded 93 0,3%	-128.35-129.35-	

Distillates

No. 2	-113.55-113.80-
Low sulfur diesel	-117.85-118.05-
Jet fuel -120.05-120.55-	
Low sulfur jet/kerosene	-120.30-120.80-

Delivered at pipeline, Linden, NJ

The McGraw Hill Companies

MARKET COMMENTARY

Atlantic Coast

USANTRPG unleaded 87 cash differentials. The stable Wednesday afternoon despite the 87 cts/gallon New York Mid-Continent Eastern gasoline. 87s. Conv unl 87 cash trade was heard at 0.25 under the Sept NYMEX for Aug 20 bbl delivered Aug 10.(BPA) (MAN STAN) 87 cash has nothing to do with flat price (NYMEX 87s," one source said. "That is funds getting out of their business to give length." Another source was reported at 0.05 under the Sept NYMEX for Aug 7-8 bbl (WILSONVILLE-WALERO) RB08 oil was sold at 2.15 75 ct under the Sept NYMEX on contract thin buying. Conv unl 87 cash was heard sold on contracts under the NYMEX contract for Aug 20 (WELLS) (MIL) Another source was reported 0.15 under the Sept NYMEX for Aug 19-22.(PETROBRAS) (WARREN

SUBS: _____ NOTES: _____

SUBSCRIPTION NOTE: Effective July 1, 2015, Platts launched a new market indicators subscription, Gulf Coast No. 2 low sulfur diesel oil on Platts Global Alert (PGA) 287. The relevant page will be updated at 10:00 AM, 11:00 AM, 12:00 PM, 2:00 PM, 3:00 PM, 4:00 PM, 5:00 PM Eastern time. The published data reflects a change in value at which a trader could have bought or sold a product at each update during a five-minute frame. For instance, a cash indication for a loaded gasoline pipeline push at 11:00AM might read 115.1 and \$5.6 cts/gal, and implies that a principal wishing to conduct business from 10:30 AM to 11:00 AM should have been able to reach a price between 115.1 and 115.6 cts/gal. The publication refers to product delivered into the Colonial Pipeline system at Pasadena, Texas. Intra-day data are time stamped market indicators, and may not resemble the Platts end-of-day spot price assessment. For questions and comments contact David_Ruisard@platts.com or John_Kington@platts.com

The Journal of Commerce

Oil Price

Monday, July 26, 2004

DAILY PETROLEUM PRICES

Unless indicated otherwise, prices are for tank car, f.o.b. refiners and tanker terminals, ex taxes. Kerosene No. 2 fuel oil and diesel price are given in cents per gallon, prices for Nos. 4 and 6 fuel oil given in dollars per barrel. Ship bunkers given in dollars per metric ton.

	KEROSENE	NO. 2 OIL	HIGH SULFUR DIESEL	LOW SULFUR DIESEL	NO. 4 OIL 0.3%	NO. 6 OIL 0.3%	NO. 6 OIL 1%
NY barge rease	-----	127.05 - ----	-----	144.35 - ----	45.85 - ----	40.45 - ----	-----
NY barge con	-----	127.85 - ----	-----	-----	44.62 - 45.95	39.97 - 40.50	-----
NY tank car rease	g133.75 - ----	g116.20 - 128.30	g117.70 - ----	g120.20 - 146.10	46.00 - ----	40.55 - ----	37.60 - ----
NY tank car con	g136.30 - ----	g121.50 - 130.95	-----	g125.20 - 147.35	44.65 - 46.10	40.00 - 40.60	37.70 - ----

RESELLER TANK CAR PRICES UNLESS OTHERWISE NOTED

	KEROSENE	NO. 2 OIL	HIGH SULFUR DIESEL	LOW SULFUR DIESEL	ADDITIVE PREM. DIESEL	NO. 4 OIL 1%
Albany	g128.35 - 138.80g	g114.95 - 120.70g	g116.40 - 117.30g	g117.70 - 124.60g	-----	-----
Baltimore	g123.50 - 136.85g	g113.95 - 118.85g	g115.10 - ----	g116.40 - 122.10g	g118.40 - ----	c44.55 - ----
Boston	g139.06 - ----	g115.10 - 119.80g	g116.40 - 119.95g	g117.80 - 123.77g	g118.80 - 124.12g	c47.75 - 49.00
Bridgeport	g133.00 - ----	g118.15 - ----	-----	g121.45 - ----	g128.80 - ----	c50.17 - ----
Buffalo	g121.95 - 132.75g	g120.90 - 121.90g	g120.90 - 121.90g	g122.20 - 126.80g	-----	c41.36 - ----
Charleston	g137.30 - ----	g124.24 - ----	-----	-----	-----	c44.90 - ----
Chicago	-----	-----	g114.10 - ----	g117.00 - ----	-----	-----
Cleveland	g130.00 - ----	-----	-----	g117.00 - ----	-----	-----
Detroit	g135.15 - ----	g127.75 - ----	g114.10 - ----	g115.10 - 118.20g	g118.70 - ----	-----
Indianapolis	-----	g125.00 - ----	g114.10 - ----	g117.00 - ----	-----	-----
Milwaukee	g121.00 - ----	g114.80 - 116.40g	g116.40 - 119.95g	g118.00 - 124.00g	-----	-----
New Haven	g133.00 - 145.60g	g115.05 - 113.00g	g118.70 - ----	g118.55 - 124.85g	g119.65 - 128.80g	c49.50 - 50.50
Newark	g149.45 - ----	g113.70 - 115.00g	g115.00 - ----	g116.50 - 118.30g	g117.40 - 118.80g	-----
Norfolk	g138.20 - ----	g113.90 - 119.40g	-----	g116.65 - 122.80g	-----	-----
Philadelphia	g131.00 - 136.95g	g112.90 - 120.00g	g114.90 - 121.00g	g115.90 - 124.00g	-----	c37.00 - 44.40
Pasadena	g134.05 - ----	g118.70 - ----	-----	-----	g120.82 - 124.05g	-----
Portsmouth, NH	g136.50 - 143.12g	-----	-----	g119.52 - 122.00g	g120.51 - 122.95g	-----
Providence	-----	g115.25 - 119.50g	g118.40 - ----	g118.15 - 122.85g	g119.15 - 123.60g	c47.75 - 49.00
Springfield	-----	g118.75 - ----	-----	g123.35 - 123.50g	g123.70 - ----	-----
Syracuse	g130.45 - ----	g116.95 - 118.40g	g118.38 - 118.40g	g118.10 - 123.90g	-----	-----
Utica	-----	g117.05 - 119.10g	g119.10 - ----	g119.80 - 123.85g	-----	-----
Wilmington, DE	-----	g126.45 - ----	-----	g126.40 - ----	-----	c44.90 - ----
Wilmington, NC	-----	g116.30 - ----	-----	g121.35 - ----	-----	-----

	NO. 4 OIL 1.5%	NO. 4 OIL 0.3%	NO. 4 OIL 0.5%	NO. 6 OIL 1.5%	NO. 6 OIL 2.0%	NO. 6 OIL 2.2%
Albany rease	44.85 - 45.60	-----	-----	36.70 - 39.00	36.30 - 37.90	37.75 - ----
Albany con	c44.95 - 45.75c	-----	-----	c36.80 - 39.15c	c36.40 - 38.05c	c37.90 - ----
Baltimore	-----	-----	-----	-----	c33.95 - ----	-----
Boston	-----	-----	c49.50 - 50.75c	c40.25 - 40.25c	c38.25 - ----	c37.25 - ----
Bridgeport	-----	-----	c49.77 - ----	-----	-----	-----
New Haven	-----	-----	c49.77 - ----	-----	-----	-----
Philadelphia	-----	c39.00 - 44.65c	c38.50 - 44.40c	-----	c31.50 - ----	-----
Portsmouth, NH	-----	-----	-----	c40.25 - ----	-----	-----

Data
Location

	NO. 6 OIL 1%	NO. 6 OIL 0.5%	NO. 6 OIL REGULAR
Albany rease	38.55 - 41.10	40.90 - 44.35	-----
Albany con	c38.65 - 41.25c	c41.00 - 44.50c	-----
Baltimore	c37.15 - ----	c39.75 - ----	-----
Boston	c42.50 - 42.75c	c47.25 - 47.50c	-----
Bridgeport	c44.07 - ----	c47.67 - ----	-----
Buffalo	cb39.25 - ----	-----	ec38.30 - ----
Charleston SC	-----	ch33.30 - ----	-----
New Haven	c43.25 - 44.30c	c47.67 - ----	-----
Norfolk	-----	ch33.70 - ----	-----
Philadelphia	c32.50 - 37.70c	c35.50 - 40.10c	cf31.00 - 34.00c
Providence	c42.50 - 42.75c	-----	-----
Wilmington, NC	-----	ch33.30 - ----	-----

Diesel fuel prices are for Grade No. 2 diesel fuel with sto delivery and pricing schedule separate from No. 2 heating oil. Note: State Gross Receipt tax not included in New Jersey or Connecticut.

KEY: c - Consumer price, h - 2.1% sulfur max.
e - 1.5% sulfur max, b - 1.1% sulfur max.
f - 2.8% sulfur max a - Reg

PROPANE - Selkirk, N. Y. - 8455 eff. July 21, 2004.
BUNKER 'C' SHIPS FUEL - 199.00 at Philadelphia